



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: OPR MNR FF
Tenant: CNR CNC LAT LRE OLC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application for Dispute Resolution was made on February 22, 2018 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Tenant’s Application for Dispute Resolution was made on February 11, 2018 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order cancelling a notice to end tenancy for unpaid rent or utilities;
- an order cancelling a notice to end tenancy for cause;
- an order authorizing the Tenant to change the locks on the rental unit;
- an order suspending or setting conditions on the Landlord’s right to enter the rental unit; and
- an order that the Landlord comply with the *Act*, regulations, and/or the tenancy agreement.

The Landlord attended the hearing at the appointed date and time. He provided affirmed testimony. The Tenant did not attend the hearing. Accordingly, the Tenant's Application is dismissed, without leave to reapply. It has not been addressed further in this Decision.

The Landlord testified that the Landlord's Application package and documentary evidence were served on the Tenant by leaving a copy on the door of the Tenant's rental unit. Section 89 of the *Act* sets out the ways an application for dispute resolution is to be served on a respondent. An application for an order of possession may be served by posting a copy to the door of the rental unit; an application for monetary relief may not. However, in this case, the Tenant filed the Tenant's Application to dispute notices to end tenancy and other relief, but did not attend at the appointed date and time to present evidence or dispute the Landlord's claims. Accordingly, pursuant to section 71 of the *Act*, I find the Tenant was sufficiently served with the Landlord's Application package and documentary evidence for the purposes of the *Act*.

The Landlord was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to an order of possession?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord confirmed the tenancy began on November 1, 2017. Rent in the amount of \$925.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$412.50, which the Landlord holds.

The Landlord testified the Tenant did not pay rent when due on February 1, 2018. Accordingly, he issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 7, 2018 (the "10 Day Notice"). The total rent outstanding at that time was \$920.00 (the Landlord testified he owed the Tenant \$5.00, which was deducted from the rent due). The Tenant's Application confirmed receipt of the 10 Day Notice on February 7, 2018. A copy of the 10 Day Notice was submitted into evidence.

Further, the Landlord testified that rent was also not paid when due on March 1 and April 1, 2018, bringing the total rent outstanding to \$2,770.00. The Landlord also sought to recover the filing fee paid to make the Landlord's Application.

As noted above, the Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on all of the above, the unchallenged evidence, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when due under a tenancy agreement, whether or not the landlord complies with the *Act*, the regulations or the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent.

The Landlord sought an order of possession for unpaid rent. The Landlord's undisputed testimony confirmed, and I find, that rent has not been paid when due since February 1, 2018, and that \$2,770.00 is currently outstanding. As rent has not been paid when due, and pursuant to section 55 of the *Act*, I grant the Landlord an order of possession, which will be effective two (2) days after service on the Tenant.

The Landlord also sought a monetary order for unpaid rent and for recovery of the filing fee. I grant the Landlord a monetary award of \$2,770.00 for unpaid rent. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Landlord's Application. Further, I order that the Landlord retain the security deposit held in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$2,457.50, which has been calculated as follows:

Item claimed	Amount
Unpaid rent:	\$2,770.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$412.50)
TOTAL:	\$2,457.50

As noted above, the Tenant's Application is dismissed, without leave to reapply.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$2,457.50. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

The Tenant's Application is dismissed, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 19, 2018

Residential Tenancy Branch